

1. INTRODUCTION

This agreement between **MediaOne of Minnesota, Inc., a Minnesota corporation** (Carrier) for itself and for its employees, agents, contractors, and the Wisconsin Department of Transportation (WisDOT), specifies the terms and conditions required by WisDOT to enable Carrier to construct, operate, and maintain fiber optic communication facilities longitudinally within WisDOT's Interstate 94 right-of-way in exchange for the use of two conduits on the St. Croix River bridge, one conduit along the westbound lanes of I94, and cash. WisDOT's authority to enter into this Agreement includes sections 66.047, 84.01(30), 84.08, 85.15, 86.07(2), 86.16, and 182.017, Wisconsin Statutes (1997-98).

2. UTILITY ACCOMMODATION POLICY

Unless otherwise specified in this Agreement or right-of-way occupancy permit, WisDOT's Utility Accommodation Policy (8/97) (Policy) shall govern during all aspects of construction, operation, and maintenance of Carrier's communication facilities. This Policy is amended from time to time by WisDOT. Facilities installed by Carrier prior to changes in the Policy shall not be expected to meet the new version unless modifications to those facilities require an occupancy permit from WisDOT or are required by federal, state or local laws, codes or ordinances. By signing this Agreement, Carrier acknowledges that it has received, read, and understands the Policy.

3. PRELIMINARY CORRIDOR SURVEYS

Carrier may perform preliminary corridor surveys to develop engineering plans, check for environmental conditions, perform soil borings, etc. If Carrier elects to perform a corridor survey, it shall submit for approval form EM-405, "Application/Permit to Work on Highway Right-of-Way" from WisDOT prior to doing any work.

4. RIGHT-OF-WAY USE

Carrier shall use WisDOT's right-of-way only for the construction, operation, and maintenance (collectively: operations) of a longitudinal communications facility. Any other use of the right-of-way without the prior written permission of WisDOT shall constitute breach by Carrier of this Agreement. The use of the right-of-way along with all corresponding operations shall:

- 1) Be in accordance with the requirements of all applicable governmental agencies including the Federal Communications Commission (FCC), the United States Corps of Engineers, and the Wisconsin Department of Natural Resources.
- 2) Comply with all laws, orders, ordinances, regulations, licenses and permits, if any, of federal, state, and local authorities.
- 3) Not interfere with WisDOT's use of its property, the free and safe flow of traffic, WisDOT construction or maintenance work, or with WisDOT's radio or other communications unless prior written approval is expressly granted by WisDOT.
- 4) Not interfere with the operations of any utility or other carrier.
- 5) Not cause any public safety hazard.

5. HIGHWAY LOCATIONS

This agreement is specific to Interstate 94 from STH 35(North) in Hudson to the Minnesota/Wisconsin border and includes the westbound Interstate 94 bridge across the St. Croix River. See Attachment A.

6. OTHER UTILITIES

Subject to WisDOT approval, Carrier shall be allowed to have other utilities installed to serve its facility. All utilities shall first obtain a permit from WisDOT in order to occupy its right-of-way. Carrier shall be solely responsible for and timely pay all of its utility costs.

7. PERMITS

Carrier shall follow WisDOT's standard utility permit process to facilitate the installation of its facilities. Neither this agreement nor any permit issued grants Carrier or any other person or entity an easement nor any property right or interest to the occupied WisDOT right-of-way, nor supersedes any other governmental agencies' more restrictive requirements.

Carrier shall fill out and submit one original with an authorized signature plus six copies of WisDOT's current permit form DT-1553, "Application/Permit to Construct and Operate Utility Facilities on Highway Right-of-Way" [see Attachment B], for this installation along with detailed engineering plans depicting the proposed alignment locations. *See Policy 96.11 for more information.* Upon receiving the application in the appropriate District office, WisDOT shall have 20 calendar days in which to approve or deny the permit. WisDOT reserves the right to suspend permits or withhold permit approvals for non-compliance violations as outlined in section 13B of this Agreement.

The permits covered under this Agreement are for I-94 only – including its interchange with STH 35(N). Permits to longitudinally occupy 2-lane highways or cross any other state trunk highway shall be submitted separately to the appropriate district office. Permits for joint construction (see section 9-4) cover the location and installation of facilities for both carriers, but each carrier is still obligated to comply with its own Agreement and WisDOT's Policy. Carrier is also obligated to obtain the necessary permits from those local jurisdictions whose highways cross over or under WisDOT's right-of-way even though Carrier is technically within WisDOT's right-of-way.

8. AGREEMENT/PERMIT TERM LENGTH

The Agreement term shall be 20 years from the date of signing by WisDOT. Carrier shall have the option to renew for one, successive 20-year term. A right-of-way occupancy fee shall be paid to WisDOT prior to each 20-year term (see section 9). If Carrier exercises its option to renew, then Carrier and WisDOT agree to begin negotiations regarding any alterations that may be necessary to the original Agreement at least one year prior to its expiration date. If the original Agreement expires before it can be revised, Carrier shall be allowed to continue to occupy the right-of-way unless WisDOT provides notice of termination as stated in section 13.

Such occupancy shall be on a month-to-month basis under the same terms and conditions as this Agreement, except the fee shall be converted to monthly payments and increased using the guidelines as listed in the Policy at that time.

Each of the individual occupancy permits for the construction, operation, and maintenance of Carrier's communications facility shall become part of this Agreement upon issuance as Attachment A, and expire at the same time as this Agreement. Other permits issued to Carrier prior to actual construction (e.g., for preliminary corridor surveys) or for changes beyond routine maintenance after construction (see Policy 96.61), shall be effective for the dates listed on each individual permit and shall not affect the terms of this Agreement. Once Carrier and WisDOT achieve a renewed Agreement, new permits may be issued or the existing permits extended for the subsequent term.

9. CONDITIONS OF ISSUING OCCUPANCY PERMITS

Carrier and WisDOT agree to the following conditions in conjunction with WisDOT's authorization of occupancy permits on Interstate 94 right-of-way for a 20-year period:

- 1) Since Carrier proposes to install its facility under the westbound St. Croix River bridge that borders Minnesota and Wisconsin, both the Minnesota Department of Transportation (Mn/DOT) and WisDOT shall agree to the project requirements before this Agreement or a bridge occupancy permit can be approved. A Memorandum of Understanding has been established between the DOTs documenting these requirements (see Attachment C).

9. CONDITIONS OF ISSUING OCCUPANCY PERMITS (continued)

- 2) Carrier shall install no more than three, 2-inch diameter conduits longitudinally from the St. Croix River bridge along the north right-of-way line of the I-94 westbound lanes to STH 35(North), and two, 2-inch diameter conduits along the south right-of-way line of the I-94 eastbound lanes to Front Street South – just past the STH 35(N) interchange. Both occupations are necessary to provide Carrier with a redundancy for its facility. Carrier is not limited to the number of fibers contained within each conduit.
- 3) Carrier shall be allowed to attach two, 6-inch diameter PVC ducts underneath the westbound I-94 St. Croix River bridge with the prior approval of the attachment's design from both WisDOT and Mn/DOT bridge staffs. The documented approval shall be included as a special permit provision. Each duct shall contain eight, 1½-inch innerducts (conduits).
- 4) Carrier shall joint construct with Touch America, Inc. of Helena, MT on the westbound I-94 bridge, and the eastbound lanes from the bridge to River Ridge Road. Carrier shall be the lead carrier for the construction. Each carrier shall own its own conduits leading up to the bridge. Construction and future maintenance costs of the ducts/innerducts attached to the bridge shall be 2/16ths the responsibility of Carrier and 14/16ths of Touch America. Carrier and Touch America agree on the following distribution of the innerducts: 2–Carrier; 12–Touch America [of which Williams Communication will receive an indefeasible right of use (IRU) for 3 innerducts]; and 2–WisDOT. See Attachment D for the joint construction agreement between Carrier and Touch America, Inc.
- 5) Carrier shall pay WisDOT a **\$10,000** fee for the right to occupy I-94 right-of-way including the bridge. In addition, Carrier shall grant WisDOT an IRU for one of its innerducts across the bridge and one conduit along the STH 35 northbound entrance ramp to westbound I-94 leading up to the bridge itself. WisDOT shall retain the right to use the innerducts/conduits for the duration of the Agreement and any successor Agreement. Carrier may, at anytime, submit a written request to WisDOT to use any empty innerducts/conduits that WisDOT is not using. WisDOT shall either deny the request in writing, or begin negotiations with Carrier to determine the amount of compensation WisDOT shall receive for relinquishing an IRU.
- 6) WisDOT shall be allowed access to all of Carrier's handholes or junction boxes that are placed on WisDOT right-of-way and contain a conduit used by WisDOT, but shall not interfere with Carrier's facility at any time. If Carrier constructs separate handholes for WisDOT-used conduit, then WisDOT shall waive this requirement.
- 7) The occupancy fee shall be paid within one week after WisDOT signs the Agreement. WisDOT may terminate this Agreement if Carrier fails to pay the fee within 20 calendar days of the date WisDOT signs this Agreement. Any payment that is made more than 20 calendar days past the due date shall also include a late fee of three percent per month. With any successor Agreement, the fee shall be determined by using WisDOT's current fee schedule, if such a schedule is developed and used for all longitudinal installations of this type, or negotiated prior to the completion of this Agreement and any successor Agreement.
- 8) Carrier shall be billed for the future maintenance or improvement costs incurred by WisDOT due to the bridge attachment including, but not limited to, bridge inspections, washing, painting, and redecking.
- 9) On the Wisconsin side of the bridge, Carrier shall be allowed to install two Hoffman-type boxes on top of the slope paving to encapsulate the innerducts as they transition from the bridge attachment to the highway right-of-way.

9. CONDITIONS OF ISSUING OCCUPANCY PERMITS (continued)

- 10) Carrier shall be responsible for making and paying for the necessary repairs on any conduit used by WisDOT as soon as possible if there is a material or construction defect or negligent act or omission of Carrier throughout the duration of the Agreement. Carrier shall, upon request by WisDOT, also provide emergency and permanent restoration of WisDOT-used conduit, and Carrier shall bill WisDOT on a time and materials basis for both.
- 11) Carrier shall be allowed random ingress/egress from the interstate shoulder to facilitate the loading/unloading of equipment and materials. This special shoulder access requires the presence of a law enforcement officer and squad car since a traffic lane or shoulder closure is also required for work zone safety. See section 16C for details.

WisDOT, Division of State Patrol (DSP), shall provide the law enforcement presence where the interstate vehicle count is 50,000 ADT (Average Daily Traffic) or more. Carrier shall pay all costs associated with law enforcement presence, which includes labor, fringe benefits, meals, and squad car use. The estimated cost for DSP services during the initial conduit/fiber installation is \$6,352.47. See Attachment E.

- 12) Carrier shall pay all costs incurred by WisDOT in providing qualified construction inspectors on the project who will solely represent WisDOT's interests. These inspectors shall include staff from WisDOT and consulting engineering firms. The estimated cost for these services during the initial conduit/fiber installation is \$4,477.29 and is detailed in Attachment F.
- 13) Carrier shall make an initial deposit of \$12,000 to cover the costs associated with items 9-11, 12 and 14 within one week after the date that WisDOT signs the Agreement. Within 60 days after the completion of the project, Carrier shall receive the difference between its deposit and the actual costs if they are lower than \$12,000, or be sent a final bill (payable within 30 days upon receipt) for the outstanding balance over \$12,000. Carrier shall receive a monthly report as to the amount of the expenses billed.
- 14) Carrier shall not be billed for WisDOT's administrative costs for pre-construction corridor surveys, reviewing permit/application forms, random field inspections by staff, meetings, Agreement development, environmental review, legal services, addressing non-compliance issues, and administrative duties such as phone calls, right-of-way plat retrieval, copying, etc. Carrier shall be billed for each full day (8 hours or more) that a WisDOT staff person performs construction inspection on Carrier's project.
- 15) WisDOT conduit shall be distinguishable from other telecommunications conduits and shall consist of a **black duct with a green stripe**. Carrier shall not install any fiber in WisDOT's conduit without the prior written approval of WisDOT.
- 16) WisDOT defines Carrier's installation as a transmission line. Therefore, no service connections shall be allowed to individual property owners adjacent to the corridor without prior authorization from WisDOT. Subject to WisDOT permit approval, Carrier shall have the right to exit and enter the right-of-way to make connections to its fiber optic cables for the purposes of extending its existing line or building or connecting to another transmission line.
- 17) Carrier shall obtain new permit approvals from WisDOT, and other applicable governmental agencies and highway authorities, for the future installation of additional fiber to its existing conduits. If construction inspection or a law enforcement presence is required by WisDOT as part of the new fiber installation, Carrier shall be required to pay for those costs in a similar manner as the initial conduit/fiber installation.

10. OWNERSHIP

The facilities installed by Carrier on WisDOT right-of-way shall be Carrier's property from the date that construction begins and throughout the term of this Agreement and any successor Agreement. However, WisDOT shall retain all ownership rights to the facilities if any of the situations as outlined in sections 13B – 6&7, and 13C – 3/5/6 occurs.

Carrier shall retain the right to grant an "indefeasible right of use" (IRU) to other carriers to enable them to use its conduits or individual fibers. Those customers that obtain communications services from Carrier, either through purchasing service or leasing fiber/capacity from Carrier, do not have to pay a right-of-way occupancy fee to WisDOT nor obtain a right-of-way occupancy agreement from WisDOT.

Carrier may sell a portion of its facility (conduits or fibers) to another carrier, or grant an IRU for one or more of its conduits to another carrier with the carrier installing its own fiber. If either situation occurs, two distinct owners will now be occupying WisDOT's right-of-way. Before any transaction is completed, the new (carrier) owner shall obtain a similar right-of-way occupancy agreement from WisDOT and pay an appropriate occupancy fee. Carrier shall notify WisDOT, in writing, a minimum of 30 days prior to the transaction. WisDOT may terminate this Agreement if it discovers that Carrier has sold a portion of its facility, or granted an IRU for its conduit but another carrier retains ownership of the fiber inside, without notifying WisDOT.

Upon request by WisDOT, Carrier shall submit an affidavit to verify that it still owns all of the fiber and conduit installed under this Agreement. The affidavit shall also include the names, addresses, and contacts of the companies that have an IRU for Carrier's fiber. Even though the request will typically be made on an annual basis, WisDOT reserves the right to make a request at any time.

11. FACILITY RELOCATION

Carrier shall be given an opportunity to relocate its facility to another area of the westbound I-94 St. Croix River bridge, the adjacent (eastbound) bridge, or within WisDOT right-of-way if a highway project or other WisDOT-approved use conflicts with its location. In keeping with WisDOT's policy on compensable and non-compensable utility facility moves, WisDOT shall not compensate Carrier to move its facility located within the right-of-way as part of a highway project. If it is necessary to maintain uninterrupted service, Carrier shall be allowed to temporarily locate to another area of the westbound bridge, the adjacent eastbound bridge, or in WisDOT right-of-way at a mutually acceptable location for up to 180 days during the relocation of its facilities to another permanent site

12. FUTURE ACCOMMODATIONS

This Agreement does not provide exclusive use of WisDOT right-of-way by Carrier. WisDOT may allow utility installations adjacent to Carrier's facilities, and shall provide for a reasonable distance (5-foot minimum) to be maintained from Carrier's facility to minimize potential conflicts, reduce the possibility of accidental damage, and still retain a corridor that could be utilized by other communication companies in the future. WisDOT may encourage other communications companies interested in locating within Carrier's corridor to talk to Carrier about leasing part of its facility to minimize the number of times that WisDOT's right-of-way is disrupted.

13. TERMINATION

This Agreement, or any individual occupancy permit, may be terminated at any time upon mutual consent of Carrier and WisDOT. Upon termination of this Agreement, all occupancy permit issued to Carrier and in effect at the time shall also terminate. In addition, this Agreement may terminate as follows:

13. TERMINATION (continued)

A. By WisDOT for Convenience

WisDOT may revoke any individual occupancy permit if its own use or sale of the right-of-way would be facilitated by relocation of Carrier's facilities, and shall provide Carrier with written notice a minimum of one year prior to such termination. During this period, WisDOT shall work with Carrier to find a suitable replacement area on the right-of-way (which includes any bridge) near the terminated location. If this type of revocation occurs and no replacement area is agreed upon by the parties, Carrier shall be entitled to receive a prorated refund of any prepaid fees, if applicable, based only upon the affected length of the facility.

B. By WisDOT for Non-Compliance

WisDOT may terminate this Agreement or revoke an occupancy permit if Carrier:

- 1) Fails to comply with the terms of this Agreement, or any special occupancy permit provisions.
- 2) Fails to comply with the Utility Accommodation Policy, or fails to take the proper action(s) required by WisDOT to correct Policy violations.
- 3) Violates federal, state, or local laws, codes, ordinances, licenses or permits applicable to the ownership, operation, or maintenance of the facility.
- 4) Interferes with WisDOT's operations.
- 5) Operates in a manner that threatens public safety. *Exception:* WisDOT shall not have the authority to determine that Carrier's operations threaten public safety due to concerns or complaints relating to electromagnetic emissions or other matters within the regulatory authority of the FCC or any other state or federal authority having appropriate jurisdiction, provided that Carrier is in compliance with all applicable laws and regulations of the FCC and other applicable authorities.

The specified items in 1-5 shall hereinafter be referred to as "non-compliance" actions. If public safety is threatened or there is some other non-compliance action that requires Carrier's prompt attention, WisDOT shall provide Carrier with an oral or facsimile notice and Carrier shall immediately act to effect a cure. A subsequent written notice shall follow.

With other non-compliance actions, WisDOT shall provide Carrier with written notice and Carrier shall have up to 30 days after receipt of the notice to cure the action, or start the cure, if by its nature, the condition cannot be cured within that time. Carrier may ask for an extension if the cure could take longer than 30 days. With any non-compliance action, WisDOT may temporarily suspend any (all) occupancy permit(s), shut down work in-progress, or withhold the approval of permit applications until Carrier takes action towards a cure to the satisfaction of WisDOT.

If, in WisDOT's reasonable opinion, a cure has not been effected for non-compliance actions in accordance with the terms of this Agreement, Carrier shall be provided with written notice of termination of the applicable occupancy permit(s) or the entire Agreement. Upon termination of this Agreement or any occupancy permit(s) for non-compliance actions, Carrier shall forfeit any prepaid fees, if applicable, as liquidated damages. In addition, WisDOT **shall** require Carrier to do **one** of the following:

- 6) Forfeit ownership of its entire communications facility (conduits and fiber optic cables) or only the portion of the facility used by WisDOT if the entire Agreement is terminated, or only the portion covered under an occupancy permit if that permit is revoked, as long as the facility does not pose an environmental hazard. This does not include the equipment necessary to operate or "light up" the fiber.
- 7) Remove all of its facilities if the entire Agreement is terminated, or only those facilities affected under an occupancy permit if that permit is revoked, except for those portions used by WisDOT, within 60 days, and return the right-of-way to an equal or better condition than what existed upon issuance of the occupancy permit (normal wear and tear and casualty loss excepted) at Carrier's sole cost and expense.

13. TERMINATION (continued)

Carrier shall not have any further obligation with respect to a right-of-way area if WisDOT exercises its option to keep the communications facilities in that area. Carrier's failure to comply with respect to an individual occupancy permit may not necessarily result in default to all occupancy permits. If WisDOT notifies Carrier to remove its facilities and Carrier fails to comply within 60 days of the notice, then WisDOT shall have the facilities removed and bill Carrier for the reasonable cost of removal or deduct such costs from moneys due Carrier under this Agreement.

C. By Carrier for Commercial Reasons

Carrier may terminate this Agreement or any individual occupancy permit on 30 days written notice to WisDOT if:

- 1) At any time during the term of this Agreement, it becomes commercially, economically, technologically, or legally inadvisable in Carrier's business judgment for it to utilize WisDOT's right-of-way, or if all or a significant portion of Carrier's facilities are destroyed by a natural disaster, fire, war, or other calamity.
- 2) Any required certificate, permit, license or approval is denied, canceled or otherwise terminated for reasons beyond Carrier's control such that it is unable to use WisDOT's right-of-way for its intended purposes.

Upon Carrier's termination of this Agreement or any occupancy permit(s) for commercial reasons or expiration of this Agreement without renewal, Carrier shall forfeit any prepaid fees, if applicable, to compensate WisDOT as liquidated damages, and **shall** do **one** of the following:

- 3) Sell the communication facilities to another carrier, except for WisDOT's portion. WisDOT would receive full ownership of its portion, and new carrier shall enter into a new Agreement with WisDOT upon mutually agreeable terms and conditions.
- 4) Sell the communication facilities to another carrier, provided that WisDOT retains all IRUs (see section 9) granted to WisDOT for Carrier's facility and new carrier enters into a new Agreement with WisDOT upon mutually agreeable terms and conditions.
- 5) Abandon its facilities in place provided they do not interfere with WisDOT's operations, and Carrier proves, to the satisfaction of WisDOT, that the facilities do not pose an environmental hazard.
- 6) Remove all of its facilities within 60 days, except for the portion used by WisDOT, and return the right-of-way to an equal or better condition than what existed upon issuance of the occupancy permit(s) (normal wear and tear and casualty loss excepted) at Carrier's sole cost and expense.

Nothing in this section shall excuse Carrier from prompt payment of any fees, taxes, insurance or any other charges required of Carrier.

14. EMERGENCIES

Carrier may respond to any emergency related to its facility without first obtaining a permit from WisDOT so long it follows Policy guidelines while handling the emergency. If necessary, Carrier shall submit a permit application after the emergency to document any changes to its facility. Carrier shall pay all costs associated with any fire calls for emergency responses to its facilities. WisDOT shall bill Carrier for the amount billed to WisDOT by a town, village, or city fire department under sections 60.557(2), 61.65(8), and 62.13(8) Wisconsin Statutes (1997-98) respectively.

15. ENVIRONMENTAL COMPLIANCE

Carrier shall comply with existing or hereinafter enacted environmental laws or regulations that apply to or affect the operation of Carrier's facilities covered by this Agreement or any occupancy permit. Carrier shall not generate, store, or dispose of any hazardous materials nor transport those materials to or from the right-of-way. Carrier's facilities shall not constitute, contain, generate or release any hazardous material as defined below:

"Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. § 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. § 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. § 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. § 651, et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

Carrier shall perform an environmental analysis for each highway district within which it wants to place facilities before any occupancy permits are issued for that district. The screening sheets in Attachment G shall be used to document the analysis and submitted prior to Agreement approval or with each permit application. If any question on the screening sheets is checked "No", then Carrier shall work with the district environmental coordinator to resolve the conflict before a permit can be issued.

Carrier shall be responsible for obtaining all of the necessary permits or approvals from the Wisconsin Department of Natural Resources (DNR) and the St. Croix River Scenic Waterway Commission. Copies of those approvals/permits shall be submitted prior to starting construction and included as a supplement to Attachment G.

If WisDOT has an improvement project in the vicinity of Carrier's location(s) and has done an environmental assessment for that project at any time, WisDOT shall furnish Carrier with that information upon request. Any information provided to Carrier shall be considered "*for informational purposes only*" since the assessment may be incomplete or inaccurate, i.e., conditions at a particular location may change between the date of the field investigation or report, and the date a report is reviewed.

Policy 96.08 shall be used if Carrier discovers any environmental conditions on WisDOT right-of-way – either before, during, or after installation of its facilities. Carrier shall not be responsible for the assessment, mitigation or remediation of preexisting right-of-way conditions unless its operation causes the material to be disturbed and Carrier fails to follow Policy 96.08(E). When right-of-way remediation must be undertaken as a result of contamination from Carrier-generated materials not preexisting on the right-of-way, Carrier shall initiate, finance, and carry out a WisDOT approved remediation plan.

The obligations of Carrier set forth in this section shall survive the termination of this Agreement. However, if Carrier removes all of its facilities from a right-of-way area and completes the required restoration or is allowed by WisDOT to leave its underground facilities in place, and provides WisDOT with a survey from an environmental consultant licensed to do business in Wisconsin documenting that the area is free and clear from all Carrier-generated contaminants, then this obligation shall be released in writing by WisDOT for that particular location.

16. INSTALLATION REQUIREMENTS

Carrier shall be responsible for obtaining all of the required approvals or permits from agencies outside of WisDOT before commencing any construction activity on WisDOT's right-of-way, and submitting evidence of those approvals or permits with each applicable occupancy permit application. Carrier shall complete construction of its facilities by December 31, 2000. If Carrier fails to complete said construction, WisDOT shall have the option of revoking the permit and issuing a new one, or extending the time frame for completion. All installations shall follow the guidelines set forth in WisDOT's Policy, except as specified in this Agreement or in any special occupancy permit provisions. Specifically:

16. INSTALLATION REQUIREMENTS (continued)

A. Contact List/Scheduling

Carrier shall provide WisDOT with the names and telephone numbers of the people in charge of its field operations as well as other staff members who are assigned to the project and permanently stationed at Carrier's regional and corporate headquarters. This includes people who are responsible for the overall project, specific spreads, or directional boring crews. It also includes any subordinates or team leaders who may make key decisions, and any consultants or contractors who are hired by Carrier.

Field personnel shall have cellular phones or pagers that would enable a WisDOT representative to contact them at any time. Carrier shall provide WisDOT with the staff names and corresponding phone numbers no later than the pre-construction meeting (see section 16E) and shall update them as necessary within three working days of a change.

Carrier shall also provide a weekly schedule of all field operations in WisDOT right-of-way to the district utility permit coordinator, Bureau of Highway Operations staff, and State Patrol District office for their respective counties. See Attachment H for a sample format. The schedule shall be provided by 8:00 AM every Monday morning, or the first working day of the week in case of a Monday holiday, and may be sent by fax, e-mail, carrier or regular mail. Specifically, the information provided shall include:

- 1) Contractor name(s) and/or Carrier crew number (or other identifying feature).
- 2) Lead contact person in the field for each contractor or crew listed in #1.
- 3) Cell phone number and/or pager number of #2.
- 4) Contractors' main office phone numbers.
- 5) Crew locations: County, highway, and termini (milepost range, road crossing(s), or other identifying features).
- 6) Brief description of planned operation for the week: include planned work activities, stoppages, number of crews, etc.

If schedules are not received by 8:00 AM, WisDOT may shut down the work operation within the district(s) involved.

B. Right-Of-Way Access

Whenever possible, access to WisDOT's interstate right-of-way shall be from adjacent lands, frontage roads, or crossing highways. Carrier shall have the right to access the bridge directly from the far right lane of westbound I-94, and may be allowed access from the shoulder of the highway when off of the bridge – both under the strict provisions as outlined in section 16C. **WisDOT does not authorize the use of any median crossover on I-94 for any reason. Such activity is illegal and subject to a citation and fine.**

Carrier may temporarily remove a portion of WisDOT's security fence to gain access to the right-of-way. Carrier shall be responsible for effectively restricting access by others during the period when the fence is open. Overnight, the security fence shall be restored, a locked gate installed, or some other way of securing the fence completed to keep people and animals out.

C. Traffic Control

All work zone traffic control shall be in accordance with the Wisconsin Manual on Uniform Traffic Control Devices. Additional guidance is available from WisDOT through a booklet entitled, *Work Zone Safety, Guidelines for Construction, Maintenance, and Utility Operations* or from Policy 96.51. For freeway/expressway operations that continuously remain more than 30 feet from the edge of the closest traffic lane, work zone signing is not required. For operations that remain entirely beyond the delineator posts, a shoulder closure is not needed.

16. INSTALLATION REQUIREMENTS (continued)

C. Traffic Control (continued)

When unloading/loading from the interstate shoulder where the vehicle count is 50,000 ADT (Average Daily Traffic) or more, a lane closure shall be required. Lane closures are not required if the unloading/loading vehicle can park entirely off the paved shoulder, or if it can safely have the driver's side wheels on the paved shoulder and the passenger side wheels on the gravel shoulder or grass inslope, without causing any damage to the shoulder. A lateral safety buffer of at least **six** feet shall be provided between the edge of the traffic lane and the vehicle. If this buffer distance cannot be met, then a full lane closure shall be required.

With **any interstate** lane or shoulder closure where the vehicle count is 50,000 ADT or more, a law enforcement officer and squad car **shall** be present at all times to monitor the work zone. A truck mounted attenuator is recommended, but not required, to provide additional protection of vehicles and equipment parked along the shoulder. The closed lane shall remain free of all vehicles, equipment, and other obstacles to provide a lateral safety buffer.

To properly access from the interstate shoulder, the following provisions shall be strictly adhered to:

- 1) **Prior to** loading and unloading equipment or materials, proper traffic control shall be set up to close the right lane (if required) or the shoulder, and a law enforcement officer and squad car in place.
- 2) Carrier shall move its vehicles, equipment, and materials onto the shoulder **after** authorization from the officer present at the scene.
- 3) The lane closure shall be taken down (if utilized), and proper traffic control reestablished for a shoulder closure once the unloading has finished, and if the vehicles or equipment need to remain parked on the shoulder to facilitate Carrier's operation.
- 4) Lane closures shall not take place during weekday peak hours from 6-9 AM and 3-6 PM or during holiday work restriction times (see section 16D) unless specifically authorized by law enforcement and the district utility permit coordinator or other appropriate highway district representative.
- 5) Lane closures may occur between 6 PM and 6 AM upon authorization from the appropriate law enforcement agency and WisDOT.

When unloading/loading from the interstate shoulder where the vehicle count is less than 50,000 ADT, a lane closure may be used, but is not required. A shoulder closure shall be set up prior to any vehicles arriving and shall remain in place until all operations are beyond the delineator posts or the vehicles have departed. The use of a truck mounted attenuator is recommended, but not required.

Carrier shall procure the use of a law enforcement officer and squad car to protect all vehicles as they decelerate and maneuver from the live lane to the shoulder. If no law enforcement presence is available, then Carrier shall reschedule its unloading/loading operation. Once the vehicles have parked on the shoulder, the law enforcement officer shall resume his/her normal duties. A law enforcement presence may be used as the vehicles depart from the shoulder, but is not required. No vehicle or any piece of equipment shall be allowed to park on any shoulder overnight.

Shoulder closures are not needed when:

- 6) The work activity is beyond the delineator posts.
- 7) Carrier, contractor, or state/county inspector vehicles are stopped on the shoulder for a short duration (1/2-hour maximum).
- 8) Work vehicles or equipment needing to use the shoulder temporarily (1-2 minutes) to get around a culvert or other natural feature that block their path by the right-of-way line.

16. INSTALLATION REQUIREMENTS (continued)

FINAL

D. Hours of Operation/Holiday Work Restrictions

Carrier is authorized to work between the hours of 9AM and 3PM, Monday through Friday, from sunrise to sunset on Saturday, and from sunrise to 3PM on Sundays. No work shall take place during nighttime hours unless authorized by WisDOT. Carrier shall not work anytime during the following peak holiday travel periods during 2000:

- 1) Labor Day Weekend
From 12 Noon on Friday, Sept 1, until 6 AM on Tuesday, Sept 5.
- 2) Opening of Deer Hunting Season
From 12 Noon on Friday, Nov 17, until 7:30 AM on Monday, Nov 20.
- 3) Thanksgiving Weekend
From 12 Noon on Wednesday, Nov 22, until 7:30 AM on Monday, Nov 27.
- 4) Christmas Weekend
From 12 Noon on Friday, Dec 22, until 7:30 AM on Tuesday, December 26.

In addition, Carrier shall not have any lane or shoulder closures from 12 Noon on Friday until 9 AM on the following Monday, both eastbound and westbound, during all weekends between Memorial Day and Labor Day weekends. Carrier may still work during those weekend times, but would have to load/unload equipment only upon authorization from the appropriate law enforcement agency.

E. Pre-Construction Meetings

WisDOT and Carrier along with its contractors and consultants, Wisconsin State Patrol, and WisDNR representatives shall meet at least two weeks prior to the start of construction in each district to discuss the entire project and its corresponding timetable. No work shall begin without a pre-construction meeting.

F. WisDOT Inspections

WisDOT reserves the right to inspect the work in progress either with WisDOT personnel or county highway department personnel who are under contract with WisDOT to provide highway maintenance services. WisDOT shall also hire consultant personnel at Carrier's expense to provide full-time inspection of Carrier's installation. A copy of any permit issued to Carrier shall be present at any job location during all work times.

A final inspection shall be performed jointly by appropriate WisDOT and Mn/DOT staff to determine if there are any damages to the bridge or adjacent right-of-way that need to be repaired. Carrier shall provide all of the equipment and traffic control necessary to perform the inspection, including, but not limited to, a reach-all or snooper truck, and a vehicle with a truck mounted attenuator. After the work has been completed and after the final inspection, Carrier shall inspect its facility annually and report its findings to the district bridge maintenance section.

G. Diggers Hotline

Carrier shall become a member of Wisconsin's one-call network, Diggers Hotline. Carrier shall be aware that WisDOT does not have all of its facilities mapped by Diggers Hotline at this time. Carrier and its contractors shall call each highway district office at least 72 hours prior to excavating on WisDOT right-of-way and a representative shall come out to the site and mark WisDOT's facilities. When crossing WisDOT facilities with its own facility, Carrier shall expose WisDOT's facility and determine its vertical location before commencing installation of Carrier's facility.

16. INSTALLATION REQUIREMENTS (continued)

H. Bridge Attachments

Any attachment by Carrier shall be approved by WisDOT's bridge section prior to permit approval. No bridge member (girder, diaphragm, lateral bracing, etc.) shall be cut, drilled into, or welded to in any manner to accommodate Carrier's facility. Instead, all connections shall be bolted.

Carrier shall be allowed to hang two, 6-inch ducts with eight, 1½-inch ducts inside each duct on the structural members (girders) of the westbound I-94 bridge over the St. Croix River. The hanger assembly design shall first be approved by both Mn/DOT and WisDOT and shall be included as part of the occupancy permit documentation. The design shall include mechanisms that will allow the hanger assembly and duct to expand and contract in a similar manner as the bridge. Carrier shall provide WisDOT with the total dead load of the hanger assembly, duct, and fiber cables. The duct assembly shall not be fitted through either abutment.

During its operation, Carrier shall take all necessary actions to prevent anything from falling into the river. If something large enough to constitute a navigational hazard (e.g. section of falsework, conduit, etc.) does fall into the river and it cannot be retrieved immediately, Carrier shall contact conservation warden Dave Hausman at 715/749-4027 or 715/299-0675. Carrier shall immediately report any hazardous material spill (gasoline, oil, paint, etc.) to John Grump, Spill Coordinator, at 715/839-3775, or Dave Hausman.

I. Horizontal Location Within Corridor

Carrier shall install its fiber optic cable at the locations shown on the **approved** occupancy permits only. Deviations from these locations may be allowed, but shall first be approved by the district utility permit coordinator or his/her designee. "As-built" plan sheets showing the approved deviations and handhole locations shall be sent to the appropriate district office and Central Office within three months after project completion.

J. Vertical Location Within Corridor

Carrier shall bury all fiber optic cables that are placed in WisDOT's right-of-way. In addition to compliance with Policy 96.53(C), all cables shall be placed at a depth of 30 inches or more with a plastic "warning" tape placed approximately one foot above the cables to prevent accidental cutting. Carrier may install its cable by means of plowing or directional boring. At specific locations as directed by WisDOT (e.g. under culverts, crossroads, trees, etc.), Carrier shall directional bore.

K. Work Area Protection During Non-Work Times

Carrier shall store its equipment/materials off of the right-of-way during non-work times if possible. If necessary, Carrier may store its equipment/materials on the right-of-way provided they are placed as close to the right-of-way line as possible and outside of the clear zone. Carrier shall ensure that any excavation left open during non-work times is well marked and secured from public intrusion.

L. Erosion Control

In accordance with Policy 96.55, Carrier shall submit a formal erosion control plan since its operation will most likely have open excavations and disturbed soil from equipment tracks for more than a 24-hour period. See Attachment G. Carrier shall take all steps necessary to prevent soil from getting into nearby waterways and shall protect excavated areas with the proper erosion control devices to contain the soil directly at the location. All necessary erosion control devices shall be in place prior to starting any construction.

16. INSTALLATION REQUIREMENTS (continued)

M. Right-Of-Way Restoration

Carrier shall restore any WisDOT right-of-way disturbed to its original (as best as practical) condition within **two weeks** after installing its facilities. Upon notification from WisDOT, Carrier shall temporarily restore rutted right-of-way up to 15 feet from the edge of shoulder **one week** prior to the scheduled date of mowing operations in the area. WisDOT may allow time extensions for restoration in the case of inclement weather, poor soil conditions, or if Carrier's operations would track over the same disturbed areas – provided that proper erosion control devices are in place to protect the disturbed areas.

If Carrier fails to do restoration within the required time period, WisDOT shall have the right-of-way restored and bill Carrier for the work. Special seed mixes may be required by WisDOT for surface restoration to prevent the establishment of non-native forbs and grasses in the area. Carrier's contractors shall thoroughly wash all equipment before bringing it to the job site if such equipment was used in other states prior to being in Wisconsin.

N. Working Around Trees & Tree/Vegetation Removal

The following guidelines have been developed to assist Carrier when working around trees and other types vegetation (See Attachment I for graphic representation). Carrier:

- 1) Shall bore underneath trees **planted** by WisDOT for aesthetics, living snow fence, or screening, along with those **volunteer** trees greater than 8-10" DBH (diameter measured at breast Height). Planted and volunteer trees shall be identified by WisDOT in all locations prior to any construction.
- 2) May remove **isolated, volunteer or scrub** trees that are less than 8" DBH unless it is a visual landmark or adjacent to a property owner's home.
- 3) May locate its facility inside (towards the interstate) any **isolated** trees, a **stand** of trees, or **planted** snow-fence provided there will be 50 feet or more from the edge of pavement (painted stripe) to the proposed facility location, and at least 8 more feet from that location to the nearest tree trunk greater than 8-10" DBH, or at least 4 more feet to the nearest edge of living snow-fence. A few (less than 5) trees greater than 8-10" DBH may be removed on the edge of a stand to improve the running line if needed.
- 4) May locate on the back side of the security fence within the 3-foot typical area between the fence and the right-of-way line to avoid a **stand** of trees. Carrier shall first verify with WisDOT before installation that the 3-foot area exists.
- 5) May clear up to a 13-foot swath of **volunteer or scrub** trees or brush from the fence line. *Brush is defined as trees or vegetation up to 1½" in diameter*
- 6) Shall not clear **any** trees or vegetation that serve as a visual barrier between an adjacent property owner and a sound barrier or the interstate itself.
- 7) Shall not break off any lower branches to accommodate equipment passing nearby. Instead, these branches shall be properly pruned.

In all cases, all trees and vegetation to be removed by Carrier to accommodate facility installation shall first be reviewed and approved by WisDOT. All trees, stumps, and shrubs scheduled for removal shall be completely removed and grubbed and the holes properly backfilled within one foot either side of Carrier's running line, and may be flush cut at or slightly below ground level outside of that area. Dead trees shall be removed if they would constitute a hazard under OSHA regulations.

16. INSTALLATION REQUIREMENTS (continued)

N. Working Around Trees & Tree/Vegetation Removal (continued)

To prevent Oak Wilt Disease from spreading, oak trees shall not be cut or pruned between April 1 and October 15 unless a thick coat of asphalt base tree paint is applied immediately after **any** cut, pruning wound, or abrasion made between those dates. This includes any oak stumps that will remain after flush cutting. Carrier shall check with each county it works in to see if that county has an Oak Wilt ordinance, and shall adhere to that ordinance if it is stricter than WisDOT specifications.

Carrier may dispose of trees by giving them to the adjacent property owner. If that owner does not want the trees, then Carrier may dispose of them as it wishes so long as it is off of WisDOT's right-of-way and out of sight from the traveling public. Trees may be chipped and mulched on the right-of-way upon approval from WisDOT. Carrier is advised to comply with applicable laws that may regulate the sale or transport of trees.

WisDOT may require Carrier to transplant, or remove and replace, trees or other vegetation that WisDOT planted for a living snow fence or for aesthetic purposes. In addition, Carrier shall immediately replace any trees cut or removed due to Carrier's or contractor's error that serve as a visual barrier between an adjacent property and a sound barrier or the interstate itself, or were planted by WisDOT for aesthetic purposes. All transplanted or newly planted trees and vegetation shall be maintained by Carrier for a period of two years. If any trees or vegetation die within the 2-year period, Carrier shall replace and maintain them for another 2-year period.

Carrier shall not burn, nor use any pesticides (herbicides, rodenticides or insecticides), on any portion of the right-of-way without prior approval from WisDOT. WisDOT reserves the right to disapprove the use of any pesticide – even one that has been approved by the United States Environmental Protection Agency.

O. Above-Ground Facility Marking

Carrier may mark its facility with above ground markers spaced at a minimum of 1,000 feet and at critical locations such as road and culvert crossings. The markers should be designed to notify anyone in the vicinity of the facility as to its approximate location, but be small enough that they are not readable from the highway.

17. TAXES AND LIENS

Carrier shall promptly pay and discharge all taxes, assessments, fees, and other charges levied or assessed against its facilities situated on WisDOT right-of-way, and all special assessments, license fees, permits, area charges, occupancy taxes, and any and all other charges levied or assessed by reason of Carrier's use and occupancy of the right-of-way which become due during, or apply to the term covered by, this Agreement and any renewal term or extension thereof, which are hereby declared the obligation of Carrier under this Agreement. Such obligation specifically excludes any and all income, gross receipt taxes, and other taxes of this nature assessed upon WisDOT.

Carrier shall keep the right-of-way free from any liens arising from work performed, materials furnished or obligations incurred by Carrier. Carrier shall not permit the filing of a lien against any part of the right-of-way. Upon completion of any construction, copies of the signed lien waivers, if any, shall be supplied to WisDOT.

18. HOLD HARMLESS

WisDOT's standard indemnification clause, Policy 96.03, is part of this Agreement and incorporated herein by reference and shall be applicable to and included on all permits. A copy of the language is on the back of the DT-1553 permit application. See Attachment B.

19. INSURANCE AND SUBROGATION

During the term of this Agreement, Carrier shall secure at its cost, maintain in full force and effect at all times, and require any contractor entering and/or performing any type of work whatsoever on behalf of Carrier to have in full force and effect, the following types and limits of commercial insurance:

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED*
1) <u>Commercial General Liability</u> : shall include blanket contractual liability and completed operations coverage.	\$2 million combined single limits per occurrence; may be subject to an annual aggregate limit of not less than \$4 million.
2) <u>Workers' Compensation and Employers' Liability</u>	Workers' Compensation: Statutory Limits Employers' Liability: Bodily injury by accident: \$100,000 each occurrence Bodily injury by disease: \$500,000 each occurrence \$100,000 each employee
3) <u>Commercial Automobile Liability</u> : shall cover all Carrier and contractor-owned, non-owned, and hired vehicles used in carrying out the contract.	\$1 million combined single limits per occurrence
4) <u>Pollution Liability</u> : may be required when Carrier has a bridge attachment over water.	\$3 million per occurrence \$5 million annual aggregate

* These requirements may be satisfied either through primary insurance coverage or through excess/umbrella policies. WisDOT reserves the right to require increased amounts of coverage over the period of the Agreement.

Carrier shall provide WisDOT with certificates of insurance as evidence that required coverage for insurance types 1, 2, and 3 are in force. See Attachment J. The certificates shall be provided at the time of execution and delivery of this Agreement except that certificates of insurance for contractors entering and/or performing any work on behalf of Carrier shall be provided to WisDOT prior to the contractor entering or commencing any work. All certificates of insurance shall provide that the insurance shall not be canceled by the insurer or the limits reduced below the minimum requirements as listed above without 30 days written notice to WisDOT.

In the event of the expiration of any of the insurance policies as listed above, a change from one insurance carrier to another, or any changes affecting exposure, exclusions, and amounts of coverage, Carrier shall submit, within three working days, a new certificate to WisDOT reflecting such information. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin that have an A.M. Best rating of A- or better.

20. CHOICE OF LAW

This Agreement is entered into and governed by the laws of the State of Wisconsin.

21. SEVERABILITY

If any provision of this Agreement should be found to be illegal, invalid or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted as far as is possible to give effect to the parties' intent.

22. NO PARTNERSHIP CREATED

Nothing herein shall be deemed to create a partnership between WisDOT and Carrier and neither party shall have authority to obligate the other.

23. APPROPRIATIONS

Nothing herein shall be construed as obligating WisDOT to the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.

24. SUBSEQUENT LEGISLATION, REGULATION, AND PROCEDURES

Legislation pertaining to the use of WisDOT right-of-way or other facilities may be passed after the date of this Agreement, or WisDOT may adopt regulations or new policies pertaining to the same. Should any of these events occur, the new statutes, administrative rules, and policies, including subsequent amendments thereto, shall become part of or applicable to this Agreement. In addition, any language in this Agreement that is inconsistent with the new statutes, regulations, or policies may be voided immediately upon its effective date. WisDOT may need to draft new Agreement language to remedy any inconsistencies, but shall work with Carrier in order not to materially impair Carrier's operations.

25. NOTICES

All notices under this Agreement and any individual occupancy permits shall be in writing and shall be deemed valid if sent by overnight delivery or certified mail, return receipt requested, and effective on the third day following the date the notice is postmarked if no other date is specified in the notice itself. Notices should be addressed as shown in Attachment J. Either party may change the designated recipient of notices and the address by so notifying the other party in writing. Failure of WisDOT to give notice for any default shall not be deemed to be a waiver thereof nor consent to the continuation thereof.

26. WORKING RELATIONSHIP

WisDOT and Carrier shall **at all times** cooperate with each other, act in good faith, and expedite all decisions, notices, and correspondence in a timely manner throughout the performance of this Agreement.

27. ASSIGNMENT

This Agreement is specific to WisDOT and Carrier only and shall not be assigned by either party to another carrier or any other entity.

If Carrier simply changes its name (e.g. due to a reorganization or merger with another company or carrier) with no material change in ownership of the permitted facility, WisDOT may also change the name on the Agreement to Carrier's new name. This action shall not constitute an assignment.

28. ENTIRE AGREEMENT

The terms and provisions herein contained, including all attachments and occupancy permits issued to Carrier for its respective locations, constitute the entire Agreement between the parties and shall supersede all previous communications, either oral or written, between the parties with respect to the subject matter hereof, and no agreements or understandings varying or extending the same shall be binding upon either party unless in writing signed by a duly authorized officer or representative of each party.

In order, the hierarchy for resolving inconsistencies between documents is as follows:

- 1) An individual occupancy permit.
- 2) This Agreement.
- 3) The Utility Accommodation Policy.

29. WARRANTY OF AUTHORITY

The signatories hereto warrant that they have full authority to enter into this Agreement and make it binding on the parties hereto without further action or approval. The effective date of this Agreement shall be the date that WisDOT signs it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized and empowered officers or representatives:

**WISCONSIN DEPARTMENT OF
TRANSPORTATION**

MEDIAONE, INC.

By: _____

By: _____

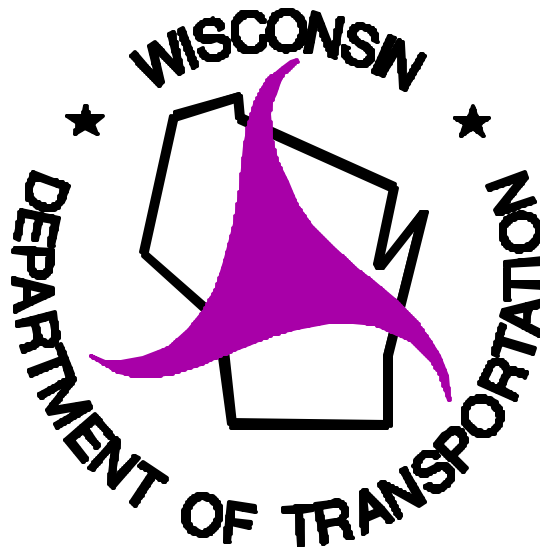
Title: _____

Title: _____

Date: _____

Date: _____

RIGHT-OF-WAY OCCUPANCY AGREEMENT
between
MEDIAONE
and the
WISCONSIN DEPARTMENT OF TRANSPORTATION



Interstate 94
STH 35(North) to the Minnesota/Wisconsin Border
Including the Westbound Bridge over the St. Croix River

July 13, 2000

Table of Contents

1. INTRODUCTION	1
2. <u>UTILITY ACCOMMODATION POLICY</u>	1
3. PRELIMINARY CORRIDOR INVESTIGATIONS	1
4. RIGHT-OF-WAY USE	1
5. HIGHWAY LOCATIONS	1
6. OTHER UTILITIES	1
7. PERMITS	2
8. AGREEMENT/PERMIT TERM LENGTH	2
9. CONDITIONS of OCCUPANCY PERMIT ISSUANCE	2-4
10. FACILITY OWNERSHIP	5
11. FACILITY RELOCATION	5
12. FUTURE ACCOMMODATION	5
13. TERMINATION	5-7
A. By WisDOT for Convenience	6
B. By WisDOT for Non-Compliance	6
C. By Carrier for Commercial Reasons	7
14. EMERGENCIES	7
15. ENVIRONMENTAL COMPLIANCE	8
16. INSTALLATION REQUIREMENTS	8-14
A. Contact List/Scheduling	9
B. Right-Of-Way Access	9
C. Traffic Control	9-10
D. Hours of Operations/Holiday Work Restrictions	11
E. Pre-Construction Meetings	11
F. WisDOT Inspections	11
G. Diggers Hotline	11
H. Bridge Attachments	12
I. Horizontal Location Within Corridor	12
J. Vertical Location Within Corridor	12
K. Work Area Protection During Non-Work Times	12
L. Erosion Control	12
M. Right-Of-Way Restoration	13
N. Working Around Trees & Tree/Vegetation Removal	13-14
O. Above-Ground Facility Marking	14

Table of Contents (continued)

17. TAXES AND LIENS	14
18. HOLD HARMLESS	15
19. INSURANCE AND SUBROGATION	15
20. CHOICE OF LAW	15
21. SEVERABILITY	15
22. NO PARTNERSHIP CREATED	16
23. APPROPRIATIONS	16
24. SUBSEQUENT LEGISLATION, REGULATION, AND PROCEDURES	16
25. NOTICES	16
26. WORKING RELATIONSHIP	16
27. ASSIGNMENT	16
28. ENTIRE AGREEMENT	17
29. WARRANTY OF AUTHORITY	17

ATTACHMENTS

- A. Carrier's Facility Locations / Bridge Attachments
& Corresponding Individual Occupancy Permit Numbers
- B. DT-1553, Application/Permit to Construct and Operate Utility Facilities on Highway R/W
- C. Memorandum of Understanding between Mn/DOT and WisDOT
- D. Joint Construction Agreement Between Carrier and Touch America
- E. Division of State Patrol Services & Estimated Costs
- F. Construction Inspection Cost Estimate
- G. - Programmatic Environmental Criteria Checklists
- DNR Permit Approvals
- Formal Erosion Control Plan
- H. Sample Weekly Schedule of Carrier's Field Operations
- I. Working Around Trees & Tree/Vegetation Removal
- J. Important Addresses

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ATTACHMENT A**Carrier's Facility Locations / Bridge Attachments
& Corresponding Individual Occupancy Permit Numbers**

County / MP	Hwy	Dir	Termini	Distance	Permit # / Date	Comments
St. Croix 0	94	WB	B55-XX over the St. Croix River			Joint construction w/ Touch America
St. Croix 0 - 0.3	94	WB	STH 35 (North) to Mn/Wis state line	1,980'		
St. Croix 0 - 0.4	94	EB	Mn/Wis state line to Front Street South	2,005'		Joint construction w/ Touch America

ATTACHMENT H
Sample Weekly Schedule of Carrier's Field Operations

Person filling out report: _____ Company: _____ Phone: _____

MEDIAONE – SCHEDULE OF FIELD OPERATIONS				WEEK OF _____ <u>July 24 - 28</u>	
CONTRACTOR NAME & FIELD CONTACT	COUNTY	HIGHWAY	TERMINI [List mileposts, road crossing, or other identifying feature]	OPERATION [Fully describe all planned work activities]	COMMENTS
Michels John Smith 800/555-1212	Racine	I-94, West Frontage Rd	MP 325 - 340	Cat plow and tree removal	
Michels Tom Franks 608/516-8895	Dane	I-94	MP 241 - 252	Cat plow and tree removal	Will load/unload from shoulder on Mon and Fri.
XYZ Excavating Zeke Clinton 888/555-2233	Dane	I-94	Sprecher Rd M-Tu CTH N W-Th Koshkonong Cr F-Sa	Directional boring	
1234 Telecom Monica Dumbrowski 262/555-1234	Kenosha	I-94, West Frontage Rd	MP 340 - 348	Fiber pulling and splicing	2 crews
A & B Boring Phil McFarren 262/555-1212	Milw	I-94	Racine/Milw Co Line to Mitchell Interchange	Directional boring	

SAMPLE

Please fax to each District Utility Permit Coordinator when working in that District, and Central Office (for any District), by 8:00 AM Monday morning:

<u>CO: 608/267-7856</u>	<u>D1: 608/246-7996</u>	<u>D2: 262/548-8655</u>	<u>D4: 715/421-7300</u>	<u>D5: 608/789-7896</u>	<u>D6: 715/836-2807</u>
All counties	Dane, Jefferson, Milwaukee, Racine	Juneau	Monroe, Jackson	Eau Claire, Dunn	St. Croix
	Columbia, Sauk	Kenosha, Waukesha	Trempealeau		

Please fax to each State Patrol District office when working in that District by 8:00 AM Monday morning:

<u>D1: 608/846-8536</u>	<u>D2: 262/785-4723</u>	<u>D5: 608/374-0599</u>	<u>D6: 715/839-3841</u>
Sauk, Columbia	Jefferson, Kenosha,	Juneau, Monroe Trempealeau, Dunn	
Dane	Racine, Waukesha	Jackson	Eau Claire, St. Croix

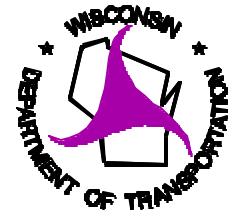
ATTACHMENT C
MEMORANDUM OF UNDERSTANDING
between the
Minnesota Department of Transportation
and the
Wisconsin Department of Transportation

Page 1 of 3



**Proposed Fiber Optic Attachment
Westbound Interstate 94 Bridge
over the
St. Croix River**

July 10, 2000



I. Introduction

MediaOne, Inc. of St. Paul, Minnesota, and Touch America, Inc. of Helena, Montana, propose to install a fiber optic facility under the westbound Interstate 94 bridge over the St. Croix River between Washington County in Minnesota and St. Croix County in Wisconsin as part of their respective fiber optic networks through the region. The attachment would consist of two, 6-inch diameter ducts with eight, 1½-inch diameter conduits (innerducts) inside. This construction is scheduled to start in July or August of 2000 and should be completed by October 31, 2000.

This Memorandum of Understanding (MOU) has been established between the Minnesota Department of Transportation (Mn/DOT) and the Wisconsin Department of Transportation (WisDOT) to fully document the project and the specific responsibilities of both agencies. Since it is the maintaining authority for the border bridge, WisDOT shall be the lead agency in developing this MOU.

II. Current Policies

Mn/DOT's current policy allows a single carrier, Universal Communications Networks, Inc. (UCN) to install telecommunications facilities longitudinally within interstate and other freeway highway right-of-way. All other longitudinal utility facility installations on those highway types are only allowed as either an exception to policy or a hardship situation.

WisDOT's current policy allows longitudinal telecommunications installations on limited access highway right-of-way, which includes interstate highways and bridges, in exchange for cash, fiber optic facilities (conduit and fiber), or both. Approval is contingent on a carrier meeting all of the requirements set forth by WisDOT through its Utility Accommodation Policy, an Agreement drawn up and executed between WisDOT and carrier, and any individual occupancy permits issued to carrier.

III. Background

In 1999, MediaOne approached WisDOT for a permit to construct a bridge attachment after failing twice to bore under the river. Later that year, Touch America also requested to attach to the bridge as part of its Agreement with WisDOT to use a large portion of WisDOT's I-94 right-of-way for its Chicago to Minneapolis fiber network project. Williams Communications also requested to get onto the bridge, and was trying to work a deal with UCN whereby UCN would build part of the attachment. When that deal failed, Williams was able to reach an agreement with Touch America to joint construct on eastbound I-94 from the bridge to approximately 3.7 miles east of USH 12 near Elk Mound, Wisconsin, which included obtaining an indefeasible right of use (IRU) for three of Touch America's innerducts on the bridge – pending prior approval of both Mn/DOT and WisDOT.

ATTACHMENT C
MEMORANDUM OF UNDERSTANDING

Page 2 of 3

III. Background (continued)

Both Mn/DOT and WisDOT felt that if all the carriers could agree amongst themselves, it made sense to have one company build a facility for all carriers and include some extra capacity for the future. This includes providing WisDOT with IRUs to two innerducts to enable future fiber optic facilities to be inter-connected between each state's freeway traffic management systems or Intelligent Transportation System (ITS) applications. By permitting this attachment, each state would have the opportunity to take advantage of a private resource with no capital outlay.

Mn/DOT agreed to allow both Touch America and Williams to use the bridge since they had made arrangements with UCN to connect with UCN's fibers to the Twin Cities. MediaOne's bridge installation was declared a hardship situation by Mn/DOT because of the unsuccessful bores, and therefore, does not need to connect with UCN. MediaOne and Touch America will joint construct the bridge attachment with MediaOne being the lead carrier for construction.

IV. Approved MOU Conditions

Mn/DOT and WisDOT agree to the following items as conditions of approval for MediaOne and Touch America to joint construct a fiber optic facility and attach it under the westbound I-94 bridge over the St. Croix River:

- 1) Mn/DOT and WisDOT shall each develop separate Agreements with Touch America, MediaOne, and Williams to document specific details of their respective fiber installations, which are outside the scope of a typical permit. Before a bridge attachment permit can be issued to a carrier, that carrier's Agreement shall have been executed with the applicable DOT.
- 2) Upon prior approval of the attachment design by both Mn/DOT and WisDOT bridge staffs, Mn/DOT shall approve a permit for MediaOne to locate its facilities on the bridge as a hardship situation. WisDOT shall also issue a permit to MediaOne in accordance with its current policy.
- 3) Mn/DOT shall approve a permit for Touch America to locate its facilities on the bridge as part of a joint construction venture with MediaOne. Touch America's permit will be issued as an exception to Policy since Touch America has worked out a deal with UCN to connect with UCN's fibers from the west end of the bridge into the Twin Cities. This arrangement satisfies Mn/DOT's contract with UCN, and assists WisDOT with completing its deal with Touch America. WisDOT shall also issue a permit to Touch America for the bridge attachment.
- 4) MediaOne shall only be allowed to install two, 6-inch diameter ducts each with eight, 1½-inch diameter innerducts without cutting, welding to, or drilling into any structural member of the bridge. Of the 16 innerducts, 13 will be owned by Touch America, and three will be owned by MediaOne. Cost sharing arrangements for the initial construction and future maintenance of the attachment will be 13/16^{ths} Touch America, and 3/16^{ths} MediaOne.
- 5) Mn/DOT and WisDOT shall both approve a permit for Williams Communication to locate its fiber inside three of Touch America's 13 innerducts. Williams and Touch America have agreed that Williams will obtain an IRU from Touch America for those three innerducts. Mn/DOT shall also approve this as exception to Policy since Williams has worked out a deal with UCN to connect with UCN's fibers from the west end of the bridge into the Twin Cities. This arrangement satisfies Mn/DOT's contract with UCN, and assists WisDOT with completing its deal with Touch America and Williams.

ATTACHMENT C
MEMORANDUM OF UNDERSTANDING

ATTACHMENT D

Joint Construction Agreement between Carrier and Touch America

Page 1 of 2

ATTACHMENT D

Joint Construction Agreement between Carrier and Touch America

Page 2 of 2

ATTACHMENT E
Division of State Patrol Services & Estimated Costs
Page 1 of 3

INTERSTATE HIGHWAY CONSTRUCTION PROJECTS 2000
WISCONSIN STATE PATROL
and
MEDIAONE, INC.

I. INTRODUCTION

The Division of Transportation Infrastructure Development (DTID) has determined that WisDOT should employ extraordinary traffic control and protection efforts for the installation of a fiber optic facility by MediaOne (Carrier) along I-94 from the STH 35(North) interchange in Hudson to the Wisconsin/Minnesota border in St. Croix County within Division of State Patrol (DSP) District 6 during 2000. Subsequently, DTID has contacted DSP and requested that a list of services and estimate of costs be prepared and included with this Agreement which details DSP's involvement in Carrier's project.

Historically, WisDOT's Division of Transportation Districts (DTD) and DSP entered into agreements wherein DSP provided extraordinary traffic surveillance and enforcement in various major construction zones. Trooper personnel were assigned to provide help, guidance and discipline to motorists, encourage a free-flowing traffic stream, and provide a safe project environment. Those programs were successful.

II. PROJECT BACKGROUND

This project should start around July 1, 2000 and is expected to conclude on or about December 31, 2000. Carrier and its prime contractor, M&P Utilities, will be installing conduits, fiber optic cable, and handholes from the STH 35 (North) interchange leading up to and including the St. Croix River bridge of westbound I-94. It is anticipated that motorists will be affected, and the use of law enforcement is designed to minimize that effect as much as possible.

Carrier has requested to load/unload equipment and materials from the right paved shoulder of the interstate at random times, and shall also need to close the far right lane on the bridge when installing the two main ducts under the bridge. To facilitate this, temporary lane and/or shoulder closures are necessary for the safety of both motorists and workers. DTID agreed to Carrier's request only if a law enforcement presence is included with any closure, and Carrier pays for the additional costs of labor, squad cars, meals, and supervisory staff. Traffic on affected highways will be slowed, diverted, or stopped as the situation dictates. It is these efforts which require DSP's assistance.

III. SCOPE OF SERVICES

DSP shall provide a full-time presence using overtime labor on I-94 in locations where the average daily traffic (ADT) count is at or above 50,000. This includes the counties of Waukesha, Dane/Columbia (I-39/90/94 & STH 30 interchange in Madison to the I-39/90/94 & STH 78 interchange near Portage), and St. Croix (STH 35S to WI/MN border). In these areas, Carrier shall be required to have a DSP officer and squad car on site for the duration of any lane or shoulder closure.

ATTACHMENT E**Division of State Patrol Services & Estimated Costs**

Page 2 of 3

III. SCOPE OF SERVICES (Continued)

In addition, DSP shall provide, only when regular (non-overtime) staff are available, a part-time presence on I-94 in locations under 50,000 ADT. This part-time presence is needed to protect Carrier's or contractor's vehicles and/or equipment as they decelerate and maneuver from the live lane to the shoulder. Once the vehicles have parked on the shoulder, the DSP officer shall resume his/her normal duties. If a DSP officer is unavailable, Carrier shall call the county sheriff's department or local municipal law enforcement to provide the protection. If no law enforcement presence is available, then Carrier shall reschedule its unloading/loading operation.

All plans which direct State Patrol enforcement efforts shall be conducted within the guidelines set forth in DSP Policy and Procedure 15-7.

The following represents DSP's best estimate of anticipated staffing levels, squad car usage, and meal costs based upon recommendations provided by Carrier:

A. Trooper Wages

It is anticipated that interstate lane closures will occur during the loading and unloading process only and protection of standing vehicles on the shoulder will be limited to special occasions requiring such vehicle placement. Troopers will be assigned to handle each closure and/or protection need, for a minimum period of four (4) hours in those locations at or above 50,000 ADT. The I-94 project will be staffed only as the need arises and, for planning purposes, staffing needs shall be projected a minimum of 48 hours in advance.

Extraordinary patrol presence is needed for all bridge attachment construction between abutments, and at random times when off the bridge. The contractor currently estimates that 15 working days will be needed for the bridge attachment construction. Contractor is further restricted to working between 9AM and 3PM because of heavy peak hour traffic volumes. Any temporary needs for protection consisting of less than 30 minutes will be provided by existing on-duty officers when appropriately available. It is anticipated that some shifts projected in this cost estimate will not be filled depending upon geographic conditions and progress of the project. Cancellation of previously scheduled staffing needs shall be made no less than 24 hours prior to the start of the scheduled shift.

Trooper wages attached to traffic mitigation for this construction area are based upon an estimated one (1), six-hour shift for 15 days, and four (4), four-hour shifts at random for shoulder access. Total projected hours are 106 hours, at an estimated premium rate of pay of \$53.754 per hour (wages & 55.2% fringe) for a total of \$5,697.92.

B. Sergeant Wages

It is the proposal of the Division of State Patrol that first line supervisory personnel (sergeants) shall be incorporated in such a manner as to ensure continuity in scheduling, ongoing communications with highway construction personnel and line level leadership. Scheduling by Sergeants shall be conducted as part of ordinary supervisory tasks and involve no extraordinary costs.

C. Mileage Costs

Projected mileage is based upon prior construction project experience adjusted for this project which indicate an average of 105 miles per day per trooper. At an estimated 19 shifts, the total mileage is projected at 1,995 miles. At a projected rate of .29 cents per mile, costs are estimated at \$578.55.

ATTACHMENT E**Division of State Patrol Services & Estimated Costs**

Page 3 of 3

III. SCOPE OF SERVICES (Continued)**D. Meal Costs**

Meal costs are based upon troopers having the option of taking a \$4.00 bag lunch in each shift of four hours or more (19 shifts x \$4 = \$76).

This estimate does not address such issues as alternate routing or additional calls for service within the project corridor. Carrier shall note that historically, crashes and weather have both played a significant role in escalating the costs of mitigation within construction areas and on alternate routes. Proposed costs are based upon projected wages (**contract pending legislative approval**), meals, and estimated mileage. All costs incurred through requests for coverage beyond that described in this document shall be reimbursed by Carrier.

IV. SUMMARY

The following represents an **estimate** of the costs for the law enforcement services that DSP will provide to Carrier. Carrier shall only pay for actual costs – whether they are higher or lower than this estimate.

Trooper wages & fringe benefits	\$5,697.92
Sergeant wages & fringe benefits	\$0.00
Mileage costs	\$578.55
Meal costs	\$76.00
Equipment costs	<u>\$0.00</u>
Total project cost	\$6,352.47

ATTACHMENT F

Construction Inspection Cost Estimate

Page 1 of 1

The following consultant has been selected by WisDOT to represent WisDOT's interests and provide construction inspection services for Carrier's project. The dollar amount shown is an estimate of the labor costs which have been agreed to by WisDOT and the firm. The final number may be higher or lower depending on Carrier's work schedule.

- Fleming, Andre & Associates, Eau Claire, WI:
\$4,477.29

FEE COMPUTATION SUMMARY BY ENGINEERING TASK						
Project 0072-03-02						
Construction Inspection - MediaOne Fiber Optic Installation						
IH 94						
St. Croix County						
TASK	ACTIVITY CODE	Direct Labor Costs	Overhead Costs	Direct Expenses	Fixed Fee/ Profit	TOTAL
#N/A	0	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection - General Field	272	\$ 1,650.00	\$ 2,308.52	\$ 162.50	\$ 356.27	\$ 4,477.29
#N/A	0	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ 1,650.00	\$ 2,308.52	\$ 162.50	\$ 356.27	\$ 4,477.29
Assumes Overhead Rate	139.91					
Assumes Profit	9.00%					

Estimate is based on 100 hours of labor @ \$16.50 =	\$1,650.00
Overhead @ 139.91 (\$1,650 x 1.3991) =	\$2,308.52
Fixed Fee/Profit @ 9% (\$3,958.52 x 0.09) =	\$356.27
Direct expenses 500 miles @ \$0.325/mile =	\$162.50
Total =	\$4,477.29

Upon request, a copy of the contract between WisDOT and Fleming, Andre & Associates shall be sent to Carrier.

ATTACHMENT G
PROGRAMMATIC ENVIRONMENTAL CRITERIA CHECK LIST

List District(s) or Counties Applicable: **St. Croix**

1) **Significant Cultural Resource** - Cultural Resources are considered significant if they are on or eligible for the National Register of Historic Places. Properties on the National Register of Historic Places may be pre-historic or historic buildings, structures, or sites. Local sites must be evaluated to determine whether they are eligible for the National Register. See Chapter 26 of the FDM.

There are no adverse effects to a significant cultural resource?

Project Meets Criteria ☒ Yes ☐ No ☐ Criteria Does Not Apply

Comments: **The State Historic Preservation Office (SHPO) for both Minnesota and Wisconsin was contacted by STS. No significant cultural resources were identified in the project work zone.**

2) **Nationwide Section 404 Permit** - A Nationwide Section 404 Permit may be authorized by the US Army Corps of Engineers whenever a fill is placed into a wetland, stream, lake or other "water of the United States" and it fulfills the conditions of a Nationwide Permit, i.e., it does not create a significant adverse effect. Nationwide Section 404 Permits for fills into a wetland, stream, lake, or other water of the United States have specific criteria and must be authorized by the US Army Corps of Engineers. See FDM Procedure 21-30-1.

Fills Placed into waters of the United States will be covered by a Nationwide Section 404 Permit.

Project Meets Criteria ☐ Yes ☐ No ☒ Criteria Does Not Apply

Comments: **It is noted that an Individual Permit is required pursuant to Section 10 of the River and Harbors Act. No fill will be placed into waters of the US for this project. The St. Croix is a federally designated scenic riverway.**

3) **Contaminated Sites** - Sites contaminated with hazardous materials or wastes shall not be used for this project. If hazardous materials are encountered at a site, the DNR and WisDOT shall be notified immediately.

Sites with hazardous materials or wastes shall not be used for this project.

Project Meets Criteria ☒ Yes ☐ No ☐ Criteria Does Not Apply

Comments: **No hazardous materials or wastes are indicated.**

4) **Endangered Species** - Endangered species and their critical habitat are protected by both state and federal laws. The Wisconsin DNR has lists of species protected by both state and federal laws.

No endangered species or their habitat will be affected by this project.

Project Meets Criteria ☒ Yes ☐ No ☐ Criteria Does Not Apply

Comments: **Listed Threatened and Endangered (T&E) species are found beneath the St. Croix River surface. The project construction will not occur in habitat for T&E species.**

FINAL

ATTACHMENT G
PROGRAMMATIC ENVIRONMENTAL CRITERIA CHECK LIST

List District(s) or Counties Applicable: St. Croix

5) **Access Control** - Access controls are used to control the number of access points along a length of highway to maintain the traffic flow conditions. Minor access adjustments for individual parcels are acceptable, e.g., access moved off the road to be improved to a side road .

Existing access will be maintained along the length of the project.

Project Meets Criteria ☒ Yes ☐ No ☐ Criteria Does Not Apply

Comments: **Traffic control anticipated will close one lane of bridge traffic, subject to WDOT constraints due to weather, visibility, and traffic considerations.**

6) **Consistency with existing plans** - Endorsed transportation, air quality, and land use plans reflect the goals and objectives of the area and a proposed action must be consistent with them.

The proposed action is consistent with the locally endorsed transportation, air quality, and land use plans of the area.

Project Meets Criteria ☒ Yes ☐ No ☐ Criteria Does Not Apply

Comments: **This project is proposed in response to local requests for improved service and a requested alternative to utility placement beneath the river bed.**

7) **Coastal Zone** - The Coastal Zone Management Plan guides development in the counties of Wisconsin which have coastline on either Lake Michigan or Lake Superior.

The proposed action is consistent with the goals of the Coastal Zone Management Plan.

Project Meets Criteria ☐ Yes ☐ No ☒ Criteria Does Not Apply

NOTE: Consistency with the Coastal Zone Management is considered achieved when a project is coordinated with DNR and they have noted no objections.

Comments: _____

8) **Flood Plains** - No significant encroachment into a flood plain pursuant to Governor's Executive Order 79 or Presidential Executive Order 11988 is allowable. See FDM 21-25-25.

The project will not have a significant encroachment into a flood plain.

Project Meets Criteria ☒ Yes ☐ No ☐ Criteria Does Not Apply

Comments: **Work conducted within river limits (including flood plains) will be conducted overhead and on dry land. Disturbance to land will be restored to grade and seeded/sodded for revegetation.**

ATTACHMENT G
Environmental Permit Approvals

The following permits for the installation of a fiber optic cable in the waterways and wetlands of various Wisconsin counties have been issued by the US Corps of Engineers and WisDNR and are incorporated into this Agreement. For brevity, copies of these permits are not attached but shall be on file with both WisDOT and Carrier.

Authorizing Agency	Permit Title	Identification #	Date Approved	Comments
US Corps of Engineers	Construction Operations	00-01849-DLB	3/27/00	Amended on 5/9/00 to include 2-6" ducts each with 8 innerducts. Joint permit with Touch America.
WisDNR	General Discharge			
WisDNR	Wetlands Fill			

ATTACHMENT G
Formal Erosion Control Plan

Carrier has submitted a comprehensive erosion control plan through its consultant, STS Consultants of Minneapolis, MN, which was approved by WisDOT on April 10, 2000. This plan is hereby incorporated into the Agreement. For brevity, this plan is not attached but shall be on file with both WisDOT and Carrier.

ATTACHMENT I**Working Around Trees & Tree/Vegetation Removal**

(Graphic Depiction of Section 16N)

DBH = Tree diameter measured at breast height

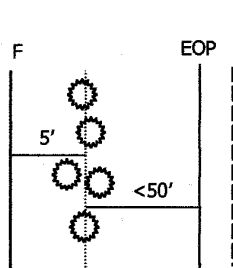


Figure 1. Bore under isolated trees or living snow fence planted by WisDOT, or volunteer trees >8-10" DBH.

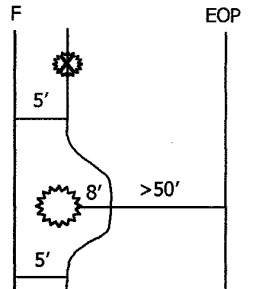


Figure 2. Remove volunteer or scrub trees <8-10" DBH. Move inside trees >8-10" DBH when sufficient clearances are available.

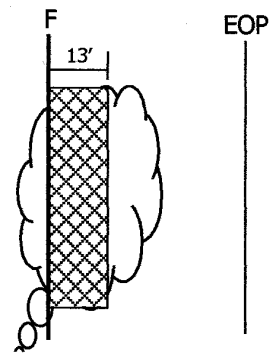
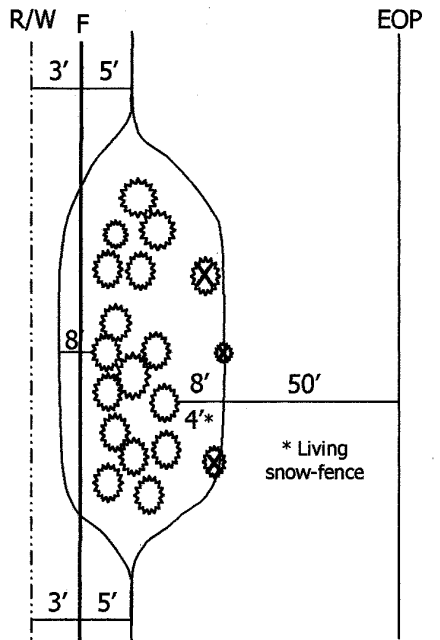
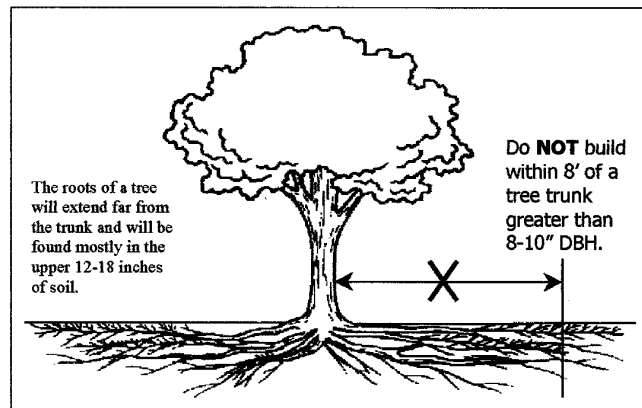


Figure 5. Clear up to a 13' swath of volunteer or scrub trees & brush.



Figures 3 & 4. Proposed alignment avoids trees or snow fence by going on either side of them.



In any event, all trees and vegetation to be removed by Carrier to accommodate facility installation shall first be reviewed and approved by WisDOT.

This page shall be accompanied by Section 16(N) and shall not stand or act on its own accord.

ATTACHMENT J
Important Addresses

Questions regarding this Agreement or the Utility Accommodation Policy**Where to send NOTICES*****Where to send Carrier's Evidence of Insurance**

Bob Fasick
Wisconsin DOT
Bureau of Hwy Operations – Room 501
PO Box 7986
Madison, WI 53707-7986

* cc: District Utility Permit Coordinators
See list in Policy 96.93

Office: 608/266-3438

Fax: 608/267-7856

Pager: 608/278-2615

Questions regarding Wisconsin Laws and Administrative Rules

James Thiel
Wisconsin DOT
Office of General Counsel
PO Box 7910 -- Room 115B
Madison, WI 53707-7910

Office: 608/266-8810

Fax: 608/267-6734

Questions regarding specific permits

Each highway district office will review permit applications within their boundaries.
See appendices 96.91 and 92 in the Policy for a directory of District offices.

Carrier's contact for notices

Name: Tim Gavin

Phone: 651/312-5140

Title: Director of Construction

Fax: 651/312-5116

Company: MediaOne, Inc.

Emergency: 651/312-5666

Address: 1238 Grey Fox Road

Arden Hills, MN 55112

CC: MediaOne, Inc., 188 Inverness Drive, Englewood, CO 80112-5211

DT1553 98 (Replaces EM401)

Wisconsin Department of Transportation

**APPLICATION/PERMIT
TO CONSTRUCT AND OPERATE UTILITY FACILITIES ON HIGHWAY RIGHT-OF-WAY**

s.66.047,84.08, 85.15, 86.07(2), 86.16, 182.017 and such other applicable Wis. Stats.

Location Description - Quarter section, section, township, range, etc. To each copy of the application attach one copy of the sketch showing location.	Proposed Work Location <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> City OF County
	Construction Starting Date
Applicant Name and Address	Construction Completion Date *See Note Below
	Applicant Work Order - if any

Highway	Utility Facility/Work Type	Line Orientation	Trans. 401 Project Designation (See policy 96.55)
<input type="checkbox"/> STH _____	<input type="checkbox"/> Electric <input type="checkbox"/> CATV	<input type="checkbox"/> Overhead	<input type="checkbox"/> Minor
<input type="checkbox"/> USH _____	<input type="checkbox"/> Telephone/ Communications	<input type="checkbox"/> Underground	<input type="checkbox"/> Major
<input type="checkbox"/> Interstate _____	<input type="checkbox"/> Water <input type="checkbox"/> Sanitary Sewer	<input type="checkbox"/> Bridge Attachment	<input type="checkbox"/> For Major projects only, the utility shall notify the Department at least 24 hours prior to the installation of erosion control and storm water management measures Trans. 401.09(1).
	<input type="checkbox"/> Chemical Treatment <input type="checkbox"/> Tree Cutting/Removal		

* NOTE: If the work described is not completed by the "Completion Date" specified, this permit is null and void, and the work shall not be completed unless authorized through a subsequent permit or an approved time extension.

Name of Utility Person Responsible for Construction	(Area Code) Telephone Number
---	------------------------------

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any rules and regulations of other jurisdictional agencies, which may be more restrictive, and with the Wisconsin Department of Transportation's Utility Accommodation Policy, current edition.

Are You a member of Diggers Hotline?

☐ Yes☐ No, provide number _____

(Signature of Authorized Representative)

(Date)

(Title)

(Authorized Representative Telephone Number)

District Location and Telephone Number	Date Application Received by District
--	---------------------------------------

☐ The applicant shall contact the Transportation District Office at the Telephone Number given at right NOT LESS THAN 3 WORKING DAYS prior to the start of the permitted work to arrange for a District Representative to locate and mark the existing traffic signal and/or highway lighting lines. No work under this permit shall be accomplished prior to the District Representative's arrival.

Special Telephone Number

Wisconsin Department of Transportation Permit Approval

Permit Number	Issuance Date
---------------	---------------

(Approval for Bureau of Highway Operations Director)

INDEMNIFICATION

This Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.